

RELEASE AND SETTLEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS; That I, **WILLIAM TYSON COMPTON**, for and in consideration of the sum of **THREE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$385,000.00)**, cash in hand paid to me by and on behalf of **KEVIN E. BALL, MAX J. MOUNTS, MICHAEL J. MILLER, THE MINGO COUNTY COMMISSION, THE TOWN OF DELBARTON, NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA, AIG PROPERTY AND CASUALTY, AND AIG CLAIMS SERVICES, INC. (hereinafter "RELEASEES")**, the receipt and sufficiency of which is hereby acknowledged, do for myself and on behalf of any and all principals, agents, heirs, descendants, successors, administrators, executors, representatives, and assigns hereby release, relieve, acquit and forever discharge **RELEASEES**, all of their employers, principals, employees, agents, affiliates, successors, representatives, insurers, attorneys, and assigns of and from any and all claims, liability, damages, suits, actions, or causes of action of any kind or nature, whether now arisen or hereafter arise, that relate in any way to my arrest on July 2, 2011 and any and all incidents and events occurring pursuant to that arrest, which forms the basis for the Complaint filed on my behalf in the United States District Court for the Southern District of West Virginia, Judge Joseph Goodwin presiding, Docket Number 2: 13-cv-15340.

IT IS UNDERSTOOD AND AGREED THAT this is a full, final, and complete release of any and all claims of every nature and kind whatsoever and releases any and all claims that are known and unknown, suspected and unsuspected, including claims sounding in tort, contract, and/or any mixed action; claims for violations of my constitutional rights arising under the United States Constitution and the Constitution of the State of West Virginia; claims arising

under 42 U.S.C. § 1983; claims for unlawful search and seizure; claims for excessive, unreasonable or unnecessary force; claims for unlawful arrest; claims for negligence in any form including but not limited to negligent hiring, training, retention, supervision, and custom, practice, and policy formulation and/or implementation; claims for actions undertaken under the color of law; claims for battery, assault, and bystander liability/failure to intervene; claims for the tort of outrage and/or negligent, reckless, and intentional infliction of emotional distress; claims for deliberate indifference; claims for refusal to provide or permit medical treatment; claims for medical expenses past and future, lost wages past and future, disability and impairment, loss of enjoyment of life, mental anguish or pain and suffering, disfigurement, compensatory damages, general damages, punitive damages, and attorneys fees, costs and expenses, and any and all other claims that I and any and all principals, agents, heirs, descendants, successors, administrators, executors, representatives, and assigns may have or may hereafter have against the **RELEASEES** and all of their employers, principals, employees, agents, successors, representatives, attorneys, insurers and assigns.

I UNDERSTAND AND AGREE that the amount to be paid to me shall be paid by issuance of settlement checks in the total aggregate amount of \$385,000.00 and that no additional amount will be paid for attorneys fees, costs, or expenses or for any other item of damage, penalty or accrued interest. I understand that no separate check is being issued for any attorneys fees, costs or expenses I have incurred or which I owe Robert Frank, Esquire or John Anderson, Esquire or their respective firms and that if any payment for attorneys fees, costs or expenses is due them pursuant to any retainer agreement or other arrangement I've made with them to represent my legal interests in connection with claims asserted by me or on my behalf or to be

asserted against the **RELEASEES**, it is solely my duty and not the duty of the **RELEASEES** or anyone else to satisfy such payment obligations.

I further warrant that I am responsible to pay from these settlement funds for any and all bills or liens which now exist or may hereafter exist against me or anyone who has incurred such bills or liens on my behalf and I agree to obtain a discharge of any such liens as part of this settlement. I agree that any subrogation rights or rights of recovery held by any other person or entity for payment of expenses or claims on my behalf are hereby released in exchange for the payment of the settlement amount referenced herein and that **RELEASEES** are not responsible for paying any such bills or liens against these settlement proceeds and I agree to defend, indemnify and hold them harmless for any such liens, claims, etc.

It is hereby stipulated that the parties have sought to protect the interest of Medicare, and therefore it is not the purpose of this settlement agreement to shift responsibility of medical care in this matter to the Medicare program. Instead, this settlement is intended to resolve a dispute between the Claimant and **RELEASEES** as a result of the incident on July 2, 2011.

(a) the parties have appropriately considered Medicare's interest and have concluded that no funds should be set aside based on

- i. the disputed nature of the claim; and
- ii. Plaintiff's representation that no medical or other bills have been paid for by Medicare.

(b) Based upon a review of the relevant facts and circumstances, Plaintiff has advised and warrants to **RELEASEES** that Medicare has not paid any of Plaintiff's medical expenses, that Plaintiff has not been and is not now eligible for Medicare benefits, and that Plaintiff has no plans to apply for ssm or Medicare benefits. It is not

anticipated or foreseeable that the Plaintiff will become eligible for Medicare in the near future. Therefore, no funds are being set aside for the Plaintiff's future Medicare-covered treatment.

This settlement is based upon a good faith determination of the parties in order to resolve a questionable claim. The parties have attempted to resolve this matter in compliance with both state and federal law and it is believed that the settlement terms adequately consider Medicare's interest and do not reflect any attempt to shift responsibility of treatment to Medicare pursuant to 42 U.S.C. Sec. 1395y(b). The parties acknowledge and understand that any present or future action or decision by the Centers for Medicare & Medicaid Services (CMS) or Medicare on this settlement, or on the Plaintiff's eligibility or entitlement to Medicare or Medicare payments, will not render this release void or ineffective, or in any way affect the finality of this liability settlement.

I further understand that no taxes or other withholdings are being deducted from the settlement checks or are due to be paid by the **RELEASEES** or anyone else for me or on my behalf I agree that the **RELEASEES** have not given me any advice as to tax treatment regarding the settlement funds to be paid hereunder and that it is my obligation to ensure the settlement funds are given the appropriate tax treatment by me and to consult with a competent financial and/or tax adviser, if any I should choose, to ensure the settlement funds receive the proper tax treatment to comply with all state and federal laws. I further agree to indemnify and hold harmless **RELEASEES** should the Internal Revenue Service or any other taxing agency determine that taxes have not been appropriately paid on the amount paid to me hereunder and that I will satisfy any such claim for additional taxes due, including but not limited to taxes, penalties,

interest, FICA or any other contribution due by **RELEASEES** and their successors based on the characterization of this payment by me.

I affirm that I am over the age of eighteen (18) years and legally competent to execute this Release and Settlement Agreement, that I have been fully informed of its contents and meaning, and that I am executing it with full knowledge thereof. In further consideration of the sum aforesaid, I warrant that no promise or agreement not herein expressed has been made to me; that in executing this Release and Settlement Agreement, I am not relying upon any statement or representation made by the **RELEASEES**, or their agents, servants or attorneys concerning the nature, extent, or duration of my alleged claims and/or damages, or concerning any other thing or matter, but I am relying solely upon my own judgment, after consultation with my parents and my attorney; that the above-mentioned total sum of **THREE HUNDRED EIGHTY FIVE THOUSAND DOLLARS (\$385,000.00)** is received by me in full settlement and satisfaction of all claims of whatever design or character that I or my principals, agents, heirs, descendants, successors, administrators, executors, representatives, and assigns now have or may hereafter have. I further represent that no additional claims are contemplated by me and/or on behalf of any and all principals, agents, heirs, descendants, successors, administrators, executors, representatives, and assigns against **RELEASEES** for the losses and damages for which this Release and Settlement Agreement is given. I agree that I will not, in the future, assert mutual mistake of fact regarding the basis of this settlement, as I fully understand that any and all damages, including those which may be discovered or known in the future, are compromised and settled by the payment of the settlement contribution recited herein and that all claims against the **RELEASEES**, whether known or unknown, are forever barred. The present warranties are made part of the consideration for the settlement of this matter.

It is understood and agreed that the aforesaid payment does not constitute an admission of liability by any of the **RELEASEES**, but said payment is being made solely and only as a matter of compromise of disputed claims for which liability is and has been expressly denied. I further agree that the settlement terms and existence are to be kept strictly confidential to the fullest extent possible under the law and except as necessary for tax purposes.

In further consideration of the aforesaid payment to me in the amount of **THREE HUNDRED EIGHTY FIVE THOUSAND DOLLARS (\$385,000.00)**, I hereby agree to dismiss, with prejudice, my claims asserted in Docket Number 2:J3-cv-15340 in the United States District Court for the Southern District of West Virginia, as being fully compromised, settled, and agreed. I also agree and promise that I will not institute or be a party to any future action against the party hereby released regarding the foregoing claims and alleged damages.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 17 day of March, 2014.


WILLIAM TYSON COMPTON

STATE OF West Virginia,

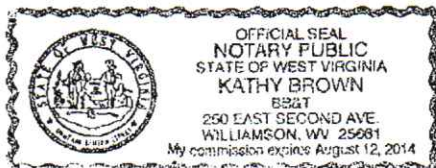
COUNTY OF Mingo, TO-WIT:

I, Kathy Brown, a Notary Public in and for the State and County aforesaid, do hereby certify that **WILLIAM TYSON COMPTON**, whose name is signed to the foregoing Release and Settlement Agreement, bearing the date of the 17 day of March, 2014, has this day acknowledged the same before me in said County.

Given under my hand this 17 day of March, 2014.

My commission expires: August 12, 2014

[SEAL]




NOTARY PUBLIC

RELEASE OF ALL CLAIMS AND INDEMNITY AGREEMENT

For and in consideration of the payment to me of the sum of Fifteen Thousand Dollars (\$15,000.00), I, the undersigned William T. Compton, being of lawful age, have released and discharged, and by these presents do hereby release, acquit, and forever discharge the West Virginia Department of Public Safety/State Police, Jeff D. Matheny, National Union Fire Insurance Company of Pittsburgh, Pennsylvania, AIG Claims, Inc., and any and all other persons, firms, and corporations of and from any and all actions, causes of action, judgments, claims or demands for damages, costs, loss of services, expenses, compensation, and consequential damages, and any and all liens for medical bills and other liens related to that occurrence that is the subject of Civil Action No. 2:13-cv-15340 now pending in United States District Court for the Southern District of West Virginia.

This settlement represents the total and complete settlement of all claims against the West Virginia Department of Public Safety/State Police and Jeff D. Matheny arising out of an occurrence or incident that happened in Mingo County, West Virginia on or about July 2, 2011, including, but not limited to, battery, excessive force, constitutional violations, medical expenses or any other claim asserted in my Complaint or discovery responses/deposition actually incurred by the Plaintiff or paid on behalf of the Plaintiff, or any future medical expenses anticipated to be incurred as a result of this incident, if any, and any and all pain, suffering, mental health issues, or damages whatsoever.

This settlement is based upon a good-faith determination of the parties in order to resolve a disputed claim between the Plaintiff and the aforesaid Defendants as a result of the incident made the subject of the aforesaid civil action. William T. Compton represents that he is not currently eligible for Medicare, and that Medicare has not paid for any medical treatment related to the injuries which are the subject of the aforesaid civil action. The parties have attempted to

resolve this matter in compliance with both state and federal law, and it is believed that the settlement terms adequately consider Medicare's interest, and do not reflect any attempt to shift responsibility for payment of treatment to Medicare pursuant to 42 U.S.C. §1395y(b). The parties acknowledge and understand that any present or future action or decision by the Centers for Medicare & Medicaid Services (CMS) or Medicare on this settlement, or on the Plaintiff's eligibility or entitlement to Medicare or Medicare payments, will not render this Release void or ineffective, or in any way affect the finality of this liability settlement.

It is expressly agreed and understood that, in consideration of the payment aforesaid, the Plaintiff agrees to pay any and all medical and hospital bills and/or liens, workers compensation liens, welfare liens, Medicaid/Medicare liens, and/or any liens presently existing, or that might exist in the future, against him or the settlement funds, to the extent required to be paid in accordance with the law, which will be satisfied out of the proceeds of the within settlement. Specifically, as to liens, Plaintiff acknowledges that, should Medicare or CMS have a lien for medical bills paid on behalf of Plaintiff, that Plaintiff will satisfy that lien with the settlement proceeds herein. Plaintiff acknowledges that, should CMS determine later that additional liens exist or monies be owed, that Plaintiff will solely be responsible for repayment of the same, and hereby holds the aforementioned Defendants, National Union Fire Insurance Company of Pittsburgh, Pennsylvania, and AIG Claims, Inc. harmless in such an event.

The Plaintiff agrees to indemnify, defend, and hold harmless the aforementioned Defendants, National Union Fire Insurance Company of Pittsburgh, Pennsylvania, and AIG Claims, Inc. from any and all actions, claims, demands, judgments, liens, and costs of every type or nature whatsoever by or on behalf of Medicare, or by or on behalf of any medical care

provider, creditor, or assignee seeking payment of past, current, or future medical expenses for the Plaintiff.

Plaintiff shall further hold the aforementioned Defendants, National Union Fire Insurance Company of Pittsburgh, Pennsylvania, and AIG Claims, Inc. harmless from any and all adverse consequences in the event this settlement results in the loss of right to Social Security and/or Medicare benefits to the extent Plaintiff would have been entitled to those benefits in the absence of this settlement agreement.

Plaintiff also agrees to indemnify and hold harmless the aforementioned Defendants, National Union Fire Insurance Company of Pittsburgh, Pennsylvania, and AIG Claims, Inc. for and from any and all claims, expenses, and attorney fees related to the injuries which are the subject of Civil Action No. 2:13-cv-15340 now pending in United States District Court.

It is expressly understood and agreed that, for the consideration aforesaid, the undersigned agrees to be responsible for and to satisfy any fees or costs due to his attorneys or other persons or entities arising out of this action. The undersigned waives any right or claim to attorneys' fees recoverable under any source of law, including, but not limited to, the provisions of 42 U.S.C. § 1983 or § 1988. No separate claim for attorneys' fees will exist or be held by the Plaintiff or his attorneys or by their respective law firms against any party to this action, or against any other person, firm, insurer, or entity connected therewith.

Plaintiff hereby acknowledges and assumes all risk, chance, or hazard that the said injuries or damages may be or become permanent, progressive, greater, or more extensive than is now known, anticipated, or expected. No promise or inducement which is not herein expressed has been made to the Plaintiff, and, in executing this Release, I do not rely upon any statement or representation made by any person, firm, or corporation hereby released, or by any agent,

physician, doctor, or any other person representing them or any of them, concerning the nature, extent, or duration of said damages or losses or the legal liability therefore.

It is expressly understood and agreed that this Release of All Claims and Indemnity Agreement is extended to any and all claims had by or damages sustained by me and/or my heirs, administrators, or assigns, without exception, including, but not limited to: personal injuries, physical injuries, damages to reputation, embarrassment, humiliation, mental injuries, and attorneys' fees pursuant to any provision, including, but not limited to, 42 U.S.C. §§ 1983 and 1988, past, present and future medical expenses; past, present and future loss of enjoyment of life, annoyance, aggravations, inconvenience, psychological and emotional distress and loss of consortium, punitive damages, pain and suffering, mental anguish, loss of ability to enjoy life, property damage, and any other form of recoverable damages, even to the extent that such injuries or damages may not be known or apparent at this time.

Defendants specifically deny that they committed any tort whatsoever. Moreover, Defendants herein specifically deny that they caused Plaintiff any injuries or damages.

I understand that this settlement is the compromise of a disputed claim, and that the payment recited herein is not to be construed as an admission of liability on the part of the persons, firms, entities, and corporations hereby released, by whom liability is expressly denied.

This Release of All Claims and Indemnity Agreement contains the ENTIRE AGREEMENT among the parties hereto, and the terms of this Release are contractual and not a mere recital.

I further state that I have had benefit of counsel in reading the foregoing Release, that I know the contents thereof, and that I sign the same as my own free, willing, and voluntary act.

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Furthermore, I hereby assert that I possess the mental capacity to review and execute this Release and Indemnity Agreement.



William T. Compton

3/13/14

Date

STATE OF WEST VIRGINIA,

COUNTY OF mineral, to-wit:

Subscribed and sworn to before me this 13~~th~~ day of March, 2014.

My commission expires February 7, 2016





Notary Public

CONSENT OF ATTORNEY

The foregoing release was executed by William T. Compton on the above date, in my presence, after I fully explained the effects thereof, as a full and final settlement. I hereby consent to this settlement.



Attorney

4-1-14

Date